

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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SYNCA DIRECT, INC.,

Plaintiff and Counterclaim-Defendant,

- against -

**REPLY TO COUNTERCLAIM**

MULTIMEDIA DENTAL SYSTEM, INC.,

06-CV-1263 (LEK) (DRH)

Defendant and Counterclaim-Plaintiff,

- against -

SYNCA and JOHN DOES 1-5,

Additional Counterclaim-Defendants.

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Plaintiff and Counterclaim-Defendant, SYNCA DIRECT, INC., by and through its attorneys, STAFFORD, OWENS, CURTIN & TROMBLEY, PLLC, hereby asserts the following reply to the Counterclaims of the Defendant and Counterclaim-Plaintiff:

1. Synca Direct, Inc., the Plaintiff herein, is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Counterclaim and therefore denies them.
2. Plaintiff admits the allegation of paragraph 2 of the Counterclaim.
3. The Plaintiff neither admits nor denies the allegations of paragraph 3 of the Counterclaim.
4. The Plaintiff denies the allegations of paragraph 4 of the Counterclaim.
5. The Plaintiff admits the allegations of paragraphs 5, 6, and 7 of the Counterclaim to the extent that the court exercises jurisdiction over claims of the Plaintiff as well as the Defendant and denies the allegations to the extent that the court finds that it lacks subject

matter jurisdiction, supplemental jurisdiction, or that this is a “proper” venue for the claims of Plaintiff and Defendant in this action.

8. The Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of the Counterclaim.
9. The Plaintiff denies the allegations of paragraph 9 of the Counterclaim.
10. The Plaintiff admits the allegations of paragraph 10 of the Counterclaim, except it denies the allegation that CADI is covered by the Defendants registered copyright.
11. The Plaintiff admits receipt of the February 7, 2005 correspondence, but denies the accuracy or truthfulness of the contents thereof.
12. The Plaintiff denies the allegations of paragraph 12, however it affirmatively alleges that the Defendant does not have the right to the MDS software/copyright and that the CADI software is sufficiently different from the MDS software/copyright as not to violate the MDS copyright in any respect.
13. The Plaintiff denies the allegations of paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the Counterclaim and asserts that the Defendant does not have ownership of a valid copyright or any other rights to the MDS software/copyright, which would entitle Defendants to claim any violation of Defendant’s rights to the MDS software/copyright by Plaintiff.
14. The Plaintiff denies the allegations of paragraphs 23, 24, 25 and 26.
15. The Plaintiff denies the allegations of paragraph 27, 28, 29, 30, 31, 32, 33, 34 and 35 of the Counterclaim.

WHEREFORE, Plaintiffs request judgment against the Defendant and Counterclaim-Plaintiff, Multimedia Dental Systems, Inc. as follows:

- a. That the Court dismiss the Defenses and Counterclaims of the Defendant.
- b. That the Court order the Defendants to pay the Plaintiff the costs of this action and reasonable attorney fees incurred in prosecuting and defending this action.
- c. That the Court grant to the Plaintiff such other and further relief as is just and proper.

DATED: December 28, 2006.

STAFFORD, OWENS, CURTIN  
& TROMBLEY, PLLC

By: 

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